

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Airport  
**AGENDA DATE:** December 14, 2004

**CONTACT PERSON/PHONE:** Patrick T. Abeln, A.A.E.  
**DISTRICT(S) AFFECTED:** 3

**SUBJECT:**

**APPROVE** a Lessor's Approval of Sublease between the City of El Paso (Lessor), Cutter Beechcraft, Inc. (Lessee), and GearBuck Aviation Services, LLC (Sublessee).

**BACKGROUND / DISCUSSION:**

GearBuck Aviation Services, LLC is an aircraft maintenance company that services air freight forwarders at El Paso International. In conjunction with these operations, GearBuck requires office space on airport and is requesting to sublease a small office area in the Cutter facility.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one? If so, when?  
Yes. Standard Lessor's Approvals of Sublease are common with one of them having gone to Council on March 2, 2004.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

There will be no economic impact on Airport funds.

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A  
This Lessor's Approval of Sublease was presented to the Airport Advisory Board on November 18, 2004 and was approved unanimously.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required)

  
Sylvia Borunda Firth, Assistant City Attorney

**FINANCE:** (if required)

**OTHER:**

Patrick T. Abeln, Director of Aviation

(Example: if RCA is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## RESOLUTION

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**THAT** the Mayor be authorized to sign a Lessor's Approval of sublease between the City of El Paso ("Lessor"), Cutter Beachcraft, Inc. ("Lessee"), and GearBuck Aviation Services, LLC ("Sublessee") for office space located in the Fixed Base Operator's facility, currently leased to the Lessee and municipally known and numbered as 6825 Convair Rd., El Paso, Texas.

**ADOPTED** this 14th day of December, 2004.

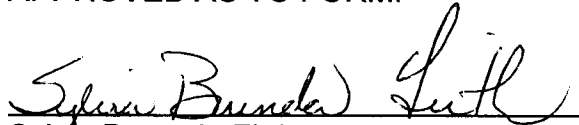
CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor


ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sylvia Borunda Firth  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patrick T. Abeln, A. A. E.  
Director of Aviation

STATE OF TEXAS           §  
                                     §       LESSOR'S APPROVAL OF SUBLEASE  
COUNTY OF EL PASO    §

THIS Lessor's Approval of Sublease is made and entered into by and between the City of El Paso ("Lessor"), Cutter Beechcraft, Inc. ("Lessee") and GearBuck Aviation Services, LLC ("Sublessee").

**WHEREAS**, Lessor and Lessee entered into a Commercial Aviation Fixed Based Operations Lease dated March 1, 1989, which expired on February 29, 2004, and has been allowed to continue on a month-to-month basis ("Lease") covering the property municipally known and numbered as 6825 Convair Road, El Paso, Texas and more fully described as follows:

A portion of Section 31, Block 80, Township 2, Texas  
& Pacific Railroad Surveys and a portion of Tract 4A,  
Block 2, Ascarate Grant. ("Premises")

**WHEREAS**, the Lease provides that Lessee may only sublease all or a portion of the Premises with the prior written consent of Lessor;

**WHEREAS**, the Lessee desires to sublease a portion of the Premises to Sublessee; and

**WHEREAS**, Lessor has consented to the sublease, subject to the terms and conditions set forth in this agreement, and accepted and agreed to by Lessee and Sublessee.

**NOW, THEREFORE**, in consideration for the mutual covenants of the parties, Lessor, Lessee and Sublessee agree as follows:

1. Sublessee has been provided with a copy of the Lease and the Declaration of Restrictions attached to the Lease and agrees to accept and abide by all the terms, covenants, and conditions of the Lease and the Declaration of Restrictions and Covenants attached to the Lease all of

which are fully incorporated into this Agreement by reference; including but not limited to the insurance requirements contained in the Lease.

2. This approval shall in no way release the Lessee or any person or entity claiming by, through or under Lessee, including Sublessee, from any of its covenants, agreements, liabilities and duties under the Lease, as same may be amended from time to time, without respect to any provision to the contrary in the Sublease.
3. This approval does not constitute approval by Lessor of any of the provisions of the Sublease document or agreement; nor shall the same be construed to amend the Lease in any respect. The sole purpose of the Sublease shall be to set forth the rights and obligations between Lessee and Sublessee.
4. This approval does not end the need for Lessor's approval of any future subleases or for any other matter for which Lessor's approval is required under the Lease.
5. Lessee shall remain liable to Lessor for any defaults under the Lease, whether such default is caused by Lessee or Sublessee or anyone claiming by or through either Lessee or Sublessee. The foregoing shall not be deemed to restrict or diminish any right which Lessor may have against Sublessee, in law or in equity, for violation of the Lease.
6. The Sublease is, in all aspects, subject and subordinated to the Lease as the same may be amended. The terms of the Lease shall prevail in the case of any conflict between the provisions of the Lease and Sublease or this approval.
7. If, at any time prior to the expiration of the term of the Sublease, the Lease shall terminate or be terminated for any reason (or Lessee's right to possession shall terminate without termination of the Lease), the Sublease shall simultaneously terminate.
8. Nothing herein shall be deemed a waiver of any of Lessor's rights under the Lease. In no event, however, shall Lessor be deemed to be in privity of contract with Sublessee or owe any obligations or duty to Sublessee under the Lease or otherwise, any duties of Lessor under the Lease being in favor of, for the benefit of and enforceable solely by Lessee.
9. The persons signing this approval on behalf of the Lessee and Sublessee represent and warrant that they have the authority to legally bind the Lessee and Sublessee to the provisions of this approval. By execution of this approval, Lessee and Sublessee acknowledge and agree to be bound by all the terms and conditions of this approval as set forth herein.

10. As additional consideration for Lessor's approval, Sublessee agrees that it shall furnish to the City, on or before the tenth (10<sup>th</sup>) day of each month, an accurate report of Sublessee's operations at the Airport during the preceding month. The report shall include, but not be limited to: a) the amount of cargo, freight or mail loaded or off loaded from any aircraft by Sublessee, its customers, contractors or agents and b) the type of aircraft and name of aircraft operator handled. Sublessee agrees to provide this information in such detail and on a form prescribed by the Director of Aviation.
11. Sublessee expressly acknowledges that the Lease is on a month-to-month basis and the Sublease shall not extend beyond the term of the Lease between Lessor and Lessee.

**IN WITNESS WHEREOF**, this Lessor's Approval of Sublease has been executed and shall be effective as of the <sup>14th</sup>~~30th~~ day of <sup>December</sup>~~November~~, 2004.

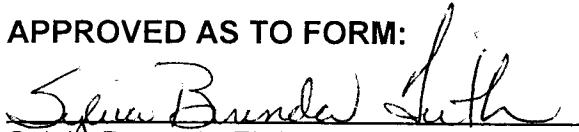
**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk


**LESSOR: CITY OF EL PASO:**

By: \_\_\_\_\_  
Joe Wardy  
Mayor

**APPROVED AS TO FORM:**

  
Sylvia Borunda Firth  
Assistant City Attorney

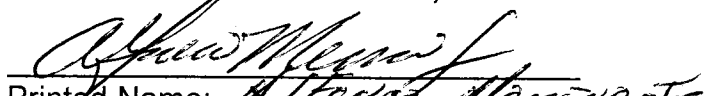
**APPROVED AS TO CONTENT:**

  
Patrick T. Abeln, A.A.E.  
Director of Aviation

**ATTEST:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_


**LESSEE: Cutter Beechcraft, Inc.**

  
Printed Name: ALFONSO MORENO JR.  
Title: V.P. / G.M.

**ATTEST:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**SUBLESSEE: GearBuck Aviation Services, LLC**

  
Printed Name: KEN CHANNEL  
Title: DIRECTOR OF MAINT.

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of November 2004, by Joe Wardy as Mayor of the City of El Paso, Texas (Lessor).

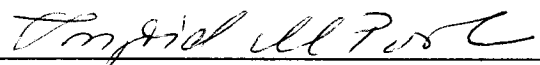
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF Texas )  
  )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 16<sup>th</sup> day of November 2004, by ALFONSO MORENO JR as VP/GM of Cutter Beechcraft, Inc. (Lessee).


  
Notary Public, State of Texas

My Commission Expires:  
02-24-2007

**ACKNOWLEDGMENT**

THE STATE OF Texas )  
  )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 17<sup>th</sup> day of November 2004, by Ken Channel as Director of Maint. of GearBuck Aviation Services, LLC (Sublessee).

  
Notary Public, State of Texas

My Commission Expires:  
02-24-2007